State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

CONTRACT AWARD NOTIFICATION

Title	:	**Group 38232 - Hazardous Incident Response Equipment - Narcotic, Hazardous Materials and Explosives Detection Systems - Smiths** **Classification Code(s):**
Award Number	:	**C-19660** **(Replaces Award PGB-18440)**
Contract Period	:	**March 18, 2005 - January 31, 2009**
Bid Opening Date	:	**January 4, 2005**
Date of Issue	:	**March 18, 2005**
Specification Reference	:	**As Incorporated In The Request for Quotation**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Sue Wolslegel Title : Purchasing Officer I Phone : 518-473-9441 Fax : 518-486-6867 E-mail : susan.wolslegel@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Narcotic, drug, hazardous materials (chemical, biological, and explosives) detection equipment manufactured by Smiths Detection, Inc.

EXECUTIVE ORDER NO. 127 (EO127):

The Office of General Services has determined that New York State Executive Order No. 127 (EO127) applies to this contract(s). Detailed information about the obligations under EO127 can be found on the OGS website at: http://www.ogs.state.ny.us/legal/ExeOrder127/overview.asp**.** Covered agencies and authorities must ensure compliance with EO127 for purchases in excess of $15,000. The contract incorporates by reference, as though fully set forth in the contract, all requirements and obligations required by EO127.

(continued)

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#
PC61619	SMITHS DETECTION INC. 30 Hook Mountain Rd. Pinebrook, NJ 07058	973-830-2117 Alan Martin Fax: 973-830-2200 E-mail: alan.m.martin@smithsdetection.com Website: www.smithsdetection.com	223552823

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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PRICE:

Price shall include all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery. Where installation is supplied, authorized user is responsible for bringing all services to within 6' of installation site.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated on this award.

Discounts quoted are to be firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional periods.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Where accessories are to be supplied, they must be compatible with the rest of the product.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INTERNET ACCESS TO CONTRACT & PRICING INFORMATION:

Access by Authorized Users to Contract products, services and pricing information may be made available and posted on the Internet. The state reserves the right to post a contractor's contract pricing on the OGS web site.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

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REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six-month period. The reports shall be in the following format:

Item/ SubItem Number	Product or Catalog Number	Product/ Service Description	Total Quantity Shipped	Total $ Value

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

FREEDOM OF INFORMATION LAW:

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. **REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.**

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Manufacturers Product Line: Smiths Detection

Equipment Offered:
See attached price list for equipment offered and discount.

Note: Short term promotional discount being offered: An additional 3% discount is being offered on the APD 2000, Centurion, Mail Sentry and Sentinel II products on all orders received by May 31, 2005

New York State Pricing

Trace Equipment

DETECTION PRODUCTS	List Price	Discount	NYS Price
Sentinel II - Walk through Explosives/Narcotics Detection	**$180,000.00**	**25%**	**$135,000.00**
Sentinel II Compressor	**$12,000.00**	**25%**	**$9,000.00**
***Centurion - HVAC TIC's and Chemical Weapons Detection**	**$50,000.00**	**25%**	**$37,500.00**
*Includes Computer			
Mail Sentry - Bio-Detection Mail Screening System	**$204,540.00**	**25%**	**$153,405.00**
Bio-seeq - Portable Biological Detection Device	**$42,000.00**	**25%**	**$31,500.00**
Includes:			
Bio-Seeq, data logging with software & cable, rechargeable battery and charger, adapter, users manual, and transit case			
Bio-seeq Accessories:			
Sample Prep Kits (box of 10)- Anthrax	**$400.00**	**25%**	**$300.00**
Sample Prep Kits- (box of 10)-Tularemia	**$400.00**	**25%**	**$300.00**
Sample Prep Kits- (box of 10)-Plague	**$400.00**	**25%**	**$300.00**
Sample Prep Kits- (box of 10)-Orthopox	**$400.00**	**25%**	**$300.00**
Sample Prep Kits- (box of 10)-Ricin (Castor Bean DNA)	**$400.00**	**25%**	**$300.00**
Sample Prep Kits (box of 10)- Training	**$266.67**	**25%**	**$200.00**
Lithium Ion battery	**$793.33**	**25%**	**$595.00**
APD 2000 Portable	**$12,267.00**	**25%**	**$9,200.00**
Includes:			
APD-2000 with Gamma Detector, Data Logger, Training CD, batteries, filter nozzles,user manual, quick user guide, carrying strap, confidence sample, annual preventative maintenance, and a carrying case.			
APD 2000 Accessories:			
Extra APD Training CD	**$414.00**	**25%**	**$310.00**
Extra Confidence Sample	**$167.00**	**25%**	**$125.00**
Filtered Nozzle Standoff (*6 filters per pack - min. order 5 packs*)	**$27.00**	**25%**	**$20.00**
Annual Preventative Maintenance	**$420.00**	**25%**	**$315.00**
1 year Maintenance Agreement	**$1,134.00**	**25%**	**$850.00**
Ionscan 400B - Explosives/Narcotics Detection	**GSA**	**GSA**	**$39,460.00**
Includes:			
Consumables Kit			
Spares Kit			
Maintenance Kit			
Swabs (Qty 200)			
Verification Standard			
Swab Sampler			
Operators Manual			
Shipping and Handling			

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Ionscan 400B - Accessories:			
Condensor Tubes	**$47.00**	**25%**	**$34.75**
Ionscan 400B Accessories Continued…	**List Price**	**Discount**	**NYS Price**
Disposable Air Purification Tube (Qty 2)	**$294.00**	**25%**	**$220.00**
Transportation Case	**$800.00**	**25%**	**$600.00**
Cal Stick (Explosives or Narcotics)	**$167.00**	**25%**	**$125.00**
Inlet Liner Kit	**$107.00**	**25%**	**$80.00**
PC Workstation with IM Software	**$4,267.00**	**25%**	**$3,200.00**
Interactive Training CD-ROM	**$1,842.00**	**25%**	**$1,381.50**
Sample Cards and Rings	**$267.00**	**25%**	**$200.00**
Filters	**$187.00**	**25%**	**$140.00**
Printer / Paper / Ribbon	**$1,114.00**	**25%**	**$835.00**
Explosives Swabs (Qty. 200)	**$107.00**	**25%**	**$80.00**
Onsite Training Class	**$1,600.00**	**25%**	**$1,200.00**
Sabre 4000 - Single Mode Explosives or Narcotics Detection	**GSA**	**GSA**	**$22,955.00**
Sabre 4000 - Dual Mode Explosives/Narcotics Detection	**GSA**	**GSA**	**$24,210.00**
Sabre 4000 - Tri-mode Explosives/Narcotics/Chem Weapons & TICS Detection	**GSA**	**GSA**	**$25,466.00**
Sabre 4000 Includes:			
Handheld Detector			
Battery (4 hrs)			
Carrying Case			
Charger			
Accessory Kit			
Operators Manual			
Sabre 4000 Accessories:			
Samples Swabs (Qty. 200)	**$80.00**	**25%**	**$60.00**
Spare Battery - 2 hour	**$626.00**	**25%**	**$469.00**
Spare Battery - 4 hour	**$1,327.00**	**25%**	**$995.00**
Air purification cartridges (Qty. 3)	**$200.00**	**25%**	**$150.00**
Membranes (Qty.3)	**$87.00**	**25%**	**$65.00**
Upgrade for DC Operation	**$507.00**	**25%**	**$380.00**
Vapor Card (Qty. 5)	**$67.00**	**25%**	**$50.00**
Vesitics - Explosive Mode	**$167.00**	**25%**	**$125.00**
Vesitics - Natcotics Mode	**$167.00**	**25%**	**$125.00**
Vesitics - Chemical Mode	**$100.00**	**25%**	**$75.00**

For those items receiving GSA Customer pricing- should the GSA contract expire prior to this contract award, those items will be deleted from this offering. If they are required by the State, new pricing will be negotiated and if approved will be added to the contract at a later time.

Standard Warranty: 365 Days

Guaranteed Delivery: 60 - 90 Days A/R/O

Note:
Vendor will accept NYS procurement card for orders under $10,000.00.

Vendor will not honor orders for less than $100.00.

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Volume Discounts available:
See:Note See short term discount offered on APD 2000 above
Also the following volume discounts will be offered:

Equipment	NYS price offered	Additional volume discount	Volume discounted cost
Centurion	$37500.	5 or more on one order - 3% additional	$36,000
Bio-Seeq Mail Sentry	$153,405.	5 or more on one order - 3% additional	$147,269

Contact vendor for additional volume discounts.
If available, demo or refurbished equipment may be offered. Discount will be a minimum of an additional 7%.

Person to contact for expediting NYS contract orders or in the event of an emergency:

Alan Martin
973-830-2117
Fax: 973-830-2200
E-mail: alan.m.martin@smithsdetection.com

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

PRICE CHANGE:

The contract prices may be subject to increase or decrease during the contract period in accordance with changes which may be made by the distributor in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award shall not be decreased during the contract period. GSA pricing will be updated when copy of GSA notice and approval is sent to OGS and shall be binding under any contract five (5) days following written notification to the contractor from the Office of General Services, Procurement Services Group that the price revision as submitted for approval has been accepted.

New products will be considered for inclusion provided they are pertinent to the award category description and offered to the State under the same terms, conditions and discount structure (or pricing deemed to be reasonable) as in the original bid.

The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, Attention: Group 38232 Purchasing Officer, in duplicate, for approval before ordering agencies will be bound to any such revisions. Price increases or decreases shall be binding under any contract five (5) days following written notification to the contractor from the Office of General Services, Procurement Services Group that the price revision as submitted for approval has been accepted.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

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ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

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State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

*__Note__: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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